

# **Appendix D**

Real Estate Plan

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**APPENDIX D - REAL ESTATE PLAN (REP)**  
**MID-CHESAPEAKE BAY ISLAND ECOSYSTEM RESTORATION PROJECT**  
**DORCHESTER COUNTY, MARYLAND**

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## REAL ESTATE PLAN (REP)

### 1. GENERAL

This REP supports the Mid-Chesapeake Bay Island Ecosystem Restoration Feasibility Report, the study area being located on those middle portions of the Bay within Maryland. This study is authorized under a resolution of the Senate Committee on Environment and Public Works, dated June 5, 1997. The purpose of the Feasibility Report is to determine the technical, economic, and environmental feasibility of protecting, restoring, and creating aquatic, intertidal wetland, and upland habitat for fish and wildlife at various mid-Chesapeake Bay islands using clean dredged material from the Baltimore Harbor and Channels Federal Navigation Project. The Non-Federal Sponsor (NFS) will be the Maryland Department of Transportation (MDDOT). The MDDOT is an umbrella organization that includes the Maryland Port Administration (MPA). The MPA will be the primary point-of-contact for work conducted under the Project Cooperation Agreement (PCA).

### 2. REAL ESTATE REQUIREMENTS

#### a. Description of Land, Easements, Rights-of-Way, Relocations, and Disposal Areas (LERRD's) for the Project:

The recommended plan in the Feasibility report consists of two sites. One site will be a combination upland and wetland island ecosystem west and north of James Island, of approximately 2,072 acres. The other site is located at Barren Island and entails constructing and upgrading shore protective works and creating approximately 72 wetland acres with an impact of approximately 100 acres around the adjacent edge of portions of the island by backfilling behind part of these protective structures. The construction at both the James Island and Barren Island sites will be located primarily on open waters of the Chesapeake Bay in Dorchester County, Maryland. The Government will exercise its right of navigational servitude for construction of the project on lands below the mean high water line. However, it is noted that the State of Maryland owns the bay bottom in fee simple. Barren Island is owned by the federal government and is managed by the U.S. Fish and Wildlife Service (USFWS) as part of the Chesapeake Island Wildlife Refuge Complex. Since there will be construction on the shoreline of Barren Island, possibly overlapping the mean high water line, a Special Use Permit, will be obtained from the U.S. Fish and Wildlife Service for project purposes for an area near the shore.

The navigation channels from which the dredged material will come to fill the sites will be from several navigation projects around the Chesapeake Bay. No additional real estate will have to be acquired in conjunction with the Project, other than a yet to be determined temporary leased staging and harbor areas on the mainland. Due to construction not being anticipated for many years, the high variability of lease price, and availability and use of waterfront property, there is no way to determine what specific site or sites would be acquired at that time. A general lease rent value has been added to the estimate, but the availability of specific sites and estimated rentals cannot be determined until it is known when construction will proceed.

## b. Standard Estates

(1) A standard Fee estate would be required for construction, operation and maintenance of the ecosystem sites. However, because the navigational servitude is being invoked, and because the NFS owns the Bay bottom lands in fee, no fee acquisition is necessary.

(2) Staging and harbor areas for the project may be necessary and will be determined as necessary and appropriate. We have chosen the lease estate in this instance, rather than the more common temporary work area easement, because a lease is more flexible and will better meet the potential changing situation at prospective staging and harbor areas. These areas are generally privately owned with multiple use and business utilization involved. Also, depending on the various project phases and contractors over the course of the long term project, duration of use, staging requirements, and harbor locations may be revised. A lease can be more easily crafted to make adjustments to accommodate the lessor's other property uses and can be more readily amended as to the term and needs for the specific phase and duration of the particular phase of the project. Temporary Work Area Easements, being more rigid in wording and exclusive in use, are acquired by Deed and cannot be readily adjusted or changed without a formal Deed revision and closing. So, in such instances we are requiring a leasehold interest as the minimum estate, as provided in EC 405-1-11, Real Estate - Acquisition, Exhibit 29, as follows:

### LEASEHOLD ESTATE (No. 17.)

A term for years ending \_\_\_\_\_, 20\_\_\_\_, extendible for yearly periods thereafter, at the election of the United States, until \_\_\_\_\_, 20\_\_\_\_, notice of which election shall be filed in the proceeding at least thirty (30) days prior to the end of the term hereby taken, or subsequent extensions thereof, together with the right to remove, within a reasonable time after the expiration of the term taken, or any extension thereof, any and all improvements and structures heretofore or hereafter placed thereon by or for the United States; subject, however, to existing easements for public roads and highways, public utilities, railroads and pipelines.

## c. Non-Standard Estates:

All areas above the mean high water mark on Barren Island are owned by the United States under management of the USFWS as part of the Chesapeake Island Wildlife Refuge Complex. The USFWS does not dispose of permanent property interests as a common practice, but may issue Special Use Permits for access on Barren Island for both construction of the project. The USFWS Special Use Permit, example for project survey is shown as Exhibit "A", is being treated as a non-standard estate. A new Permit will be granted for construction. As provided in ER 405-1-12, Chapter 12, Section VI. 12-29b., where another Federal agency is authorized to allow use of Federal land it manages without transfer of interest, the non-Federal sponsor is not required to acquire an interest in such land. Also, ER 405-1-12, Chapter 8, Paragraph 8-210, further supports this where it states, "...Federal agencies and Secretaries of military departments have long issued permits granting use of real property under their control to

other Federal agencies, with the tacit approval of Congress, where such use would not interfere with the purpose for which the property was originally acquired or is being retained". The USFWS will grant Special Use Permits for the specific areas, activities and terms necessary to cover construction by the Corps. It is anticipated that future operation and maintenance of the project by the NFS can be conducted on the NFS property below the mean high water line. However, if access should become necessary for such purposes on USFWS administered property, it is anticipated there will be no problem obtaining Permits, since the goal of protecting the island and habitat are the same for both USFWS and the NFS. The Permits will be obtained from the USFWS by the Corps, since it is more efficient for the Federal agencies to coordinate directly without NFS involvement. Special Use Permits, non-standard estates, are considered fully adequate to carry out the purposes of the project.

d. Current Ownership:

There is 1 tract of approximately 2,072 acres near James Island, and 1 tract of approximately 72 wetland acres with an impact of approximately 100 acres adjacent to Barren Island, most of which is Chesapeake Bay bottom necessary for construction of the project, currently owned by the State of Maryland. Any land utilized above mean high water around the shoreline of Barren Island is owned by the United States.

e. Real Estate Mapping:

Maps showing the general location of the project sites as well as the selected alignments and structures in relation to both James Island and Barren Island are shown in Exhibits "B", "C", and "D" respectively.

### 3. FEDERALLY-OWNED LANDS AND EXISTING FEDERAL PROJECTS

The Government currently owns Barren Island above the mean high water mark as part of the Chesapeake Island Wildlife Refuge Complex. Dredged material utilized for the Project will be utilized primarily from maintenance of the federal Baltimore Harbor and Channels Project, Maryland.

### 4. LANDS OWNED BY THE NON-FEDERAL SPONSOR

The State of Maryland owns the Chesapeake Bay bottom anywhere below the mean high water mark. Once new project lands have been created above mean high water and the project is completed, ownership of the Bay bottom and the new land will remain under the ownership of the State of Maryland, which will be responsible for operation and maintenance of the areas.

### 5. NAVIGATIONAL SERVITUDE

The entirety of both sites below the mean high water mark is available under navigational servitude. The Chesapeake Bay is a navigable water course. The dredging and placement of material for this project will directly improve and protect navigation in this waterway.

### 6. INDUCED FLOODING

The proposed project features will not cause induced flooding.

#### 7. BASELINE COST ESTIMATE FOR REAL ESTATE

A detailed cost estimate for the project, in MCACES format, is included in the Cost Estimates, Exhibit “E”. The total estimated administrative and estate costs for lands, easements, rights-of-way, relocations, and disposal areas (LERRD) is \$66,528 for acquiring a lease and Special Use Permit. No credit will be provided to the NFS for costs or value associated with the Special Use Permit, since this will be obtained by the Corps of Engineers. The lease rental value is strictly a broad estimate based on similar projects of approximately \$1,500 rent per month for an approximate acre for staging including harbor access and docking for an initial construction period of 36 months.

#### 8. PUBLIC LAW 91-646 RELOCATIONS

There will be no project features that will require relocations of any persons, farms or businesses in the subject area as would be required under Public Law 91-646, as amended.

#### 9. TIMBER RIGHTS AND MINERAL ACTIVITY

There are no known timber rights or mineral activity in the area that will impact the project site.

#### 10. ASSESSMENT OF NON-FEDERAL SPONSOR ACQUISITION CAPABILITY

As previously stated, the NFS is the MDDOT. The MDDOT is an umbrella organization that includes the Maryland Port Administration (MPA). The MPA will be the primary point-of-contact for work conducted under the Project Cooperation Agreement (PCA), which will be responsible for the acquisition of any necessary real estate interests required for this project. The NFS is fully capable of acquiring any property interests that may be necessary. An Assessment of Non-Federal Sponsor’s Real Estate Acquisition Capability is included as Exhibit “F” to this plan.

#### 11. ZONING

The enactment of zoning ordinances is not proposed to facilitate acquisition at project sites.

#### 12. REAL ESTATE ACQUISITION SCHEDULE

Since authorization will have to be passed by Congress for this Project to proceed, it is not yet known if or when a Project Cooperation Agreement (PCA) may be signed. No major real estate acquisition is necessary at the Project sites, and it is anticipated it will only take a month or less to obtain a Special Use Permit for Barren Island from the U.S. Fish and Wildlife Service. The size and location for leasing of a staging and harbor access site, or sites, on the mainland will depend on a number of factors that will not be known until we are closer to contract acquisition. It is anticipated that lease acquisition will take from 2 to 4 months.

#### 13. UTILITY AND FACILITY RELOCATIONS

There are no utility or facility relocations required in connection with this project.

#### 14. ENVIRONMENTAL CONCERNS

Hazardous, toxic, and radioactive waste (HTRW) investigations have been performed at the project site. Neither site has been identified as a known or potential HTRW site. We do not normally perform HTRW investigations at prospective leased sites temporary work areas, since no permanent interest or use is being acquired.

#### 15. ATTITUDES OF THE LANDOWNERS

Local public agencies and organizations have been advised of the plan and are very supportive of the project and the environmental benefits it will produce. Both the owners of James Island and the U.S. Fish and Wildlife Service, which manages Barren Island, are very supportive of the project due to the erosion protection it will provide the islands.

#### 16. NOTIFICATION TO NON-FEDERAL SPONSOR

The NFS are very aware of their responsibility for cost sharing, real estate acquisition, and operations and maintenance for the project through their involvement with previous and ongoing navigation projects such as the Poplar Island Ecosystem Restoration Project.

#### 17. RISK ANALYSIS

Due to navigational servitude, the NFS owning the Bay bottom, and strong support from the U.S. Fish and Wildlife Service, there is little to no risk of any real estate issues holding up the project.





UNITED STATES DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE  
*Chesapeake Island Refuge*  
Chesapeake Marshlands National Wildlife Refuge  
Complex  
2145 Key Wallace Drive  
Cambridge, Maryland 21613

## SPECIAL USE PERMIT

State No. to be Credited Permit No.

**51540 - 5-0001**

Date November 17, 2004

Period of Use (inclusive)

From November 22, 2004

To June 30, 2005

Permittee Name

James S. Turkel

Permittee Address

US Army Corps of Engineers  
Real Estate Div.  
Baltimore, MD 21203-1715  
410-962-4944

Purpose (specify in detail privilege requested, or units of products involved)

Temporarily access Barren Island to locate existing survey benchmarks and set up GPS base station for Bathymetric survey of surrounding waters relating to future restoration of the Island through the beneficial use of dredge material.  
See attached memos.

Description (specify unit numbers: metes and bounds, or other recognizable designations)

Permit allows for temporary and limited access to Barren Island by the permittee and designated sub-contractors, as specified in the attached memos during the dates specified on the permit.  
See attached memos and map.

Amount of fee \$0.00 if not a fixed payment, specify rate and unit of charge:

- ☐ Payment Exempt  
☐ Full Payment  
☐ Partial Payment

- Justification:

- Balance of payments to be made as follows:

Record of Payments

Special Conditions

This permit is issued by the U.S. Fish and Wildlife Service and accepted by the undersigned, subject to the terms, covenants, obligations, and reservations, expressed or implied herein, and to the conditions and requirements appearing on the reverse side.

Permittee Signature

*J. S. Turkel*

Issuing Officer Signature and Title

*Thomas R. Eoff*

*Deputy  
Project  
Leader*

**EXHIBIT A**



## General Conditions

### 1. Payments

All payments shall be made on or before the due date to the local representative of the U.S. Fish and Wildlife Service (Service) by a postal money order or check made payable to the U.S. Fish and Wildlife Service.

### 2. Use limitations

The permittee's use of the described premises is limited to the purposes herein specified; does not unless provided for in this permit allow the permittee to restrict other authorized entry on to the permittee's area; and permits the Service to carry on whatever activities are necessary for (1) protection and maintenance of the premises and adjacent lands administered by the Service and (2) the management of wildlife and fish using the premises and other Service lands.

### 3. Damages

The United States shall not be responsible for any loss or damage to property including but not limited to growing crops, animals, and machinery; or injury to the permittee, or the permittee's relatives, or to the officers, agents, employees, or any others who are on the premises from instructions or by the sufferance of wildlife or employees or representatives of the Government carrying out their official responsibilities. The permittee agrees to save the United States or any of its agencies harmless from any and all claims for damages or losses that may arise or be incident to the flooding of the premises resulting from any associated Government river and harbor, flood control, reclamation, or Tennessee Valley Authority activity.

### 4. Operating Rules and Laws

The permittee shall keep the premises in a neat and orderly condition at all times, and shall comply with all municipal, county and State laws applicable to the operations under the permit as well as all Federal laws, rules and regulations governing Service lands and the area described in this permit. The permittee shall comply with all instructions applicable to this permit issued by the Service officer in charge. The permittee shall take all reasonable precautions to prevent the escape of fires and to suppress fires and shall render all reasonable assistance in the suppression of fires.

### 5. Responsibility of Permittee

The permittee, by operating on the premises, shall be considered to have accepted these premises with all facilities, fixtures, or improvements in their existing condition as of the date of this permit. At the end of the period specified or upon earlier termination, the permittee shall give up the premises in as good an order and condition as when received except for reasonable wear, tear, or damage occurring without fault or negligence. The permittee will fully repay the Service for any and all damage directly or indirectly resulting from negligence or failure on his/her part, or the part of anyone of the permittee's associates.

### 7. Compliance

Failure of the Service to insist upon a strict compliance with any of this permit's terms, conditions, and requirements shall not constitute a waiver or be considered as a giving up of the Service's right to thereafter enforce any of the permit's terms, conditions, or requirements.

### 8. Termination Policy

At the termination of this permit the permittee shall immediately give up possession to the Service representative, reserving, however, the rights specified in paragraph 9. If the permittee fails to do so, the permittee will pay the Government, as liquidated damages, an amount double the rate specified in this permit for the entire time possession is withheld. Upon yielding possession, the permittee will still be allowed to reenter as needed to remove his/her property as stated in paragraph 9. The acceptance of any fee for liquidated damages or any other act of administration relating to the continued tenancy is not to be considered as an affirmation of the permittees action nor shall it operate as a waiver of the Government's right to terminate or cancel the permit for the breach of any specified condition or requirement.

### 9. Removal of Permittee's Property

Upon the expiration or termination of this permit, if all rental charges and/or damage claims due to the Government have been paid, the permittee may, within a reasonable period as stated in the permit or as determined by the Service officer in charge but not to exceed 60 days, remove all structures, machinery, and/or other equipment, etc., from the premises for which the permittee is responsible. Within this period the permittee must also remove any other of the permittee's property including his/her acknowledged share of products or crops grown, cut, harvested, stored, or stacked on the premises. Upon failure to remove any of the above items within the aforesaid period, they shall become the property of the United States.

### 10. Transfer of Privileges

This permit is not transferable, and no privileges herein mentioned may be sublet or made available to any person or interest not mentioned in this permit. No interest hereunder may accrue through lien or be transferred to a third party without the approval of a Service Regional Director and the permit shall not be used for speculative purposes.

### 11. Conditions of Permit not Fulfilled

If the permittee fails to fulfill any of the conditions and requirements set forth herein, all money paid under this permit shall be retained by the Government

## Privacy Act Statement - Special Use Permit

**NOTICE:** In accordance with the Privacy Act of 1974, 5 U.S.C. 552a, please be advised that:

1. The issuance of a permit and collection of fees on lands of the National Wildlife Refuge System is authorized by the National Wildlife Refuge System Administration Act (16 U.S.C. 668dd - 668ee), and the Refuge Recreation Act, (16 U.S.C. 460k-3); implemented by regulations in 50 CFR 25-36.
2. Information collected in issuing a permit may be used to evaluate and conclude the eligibility of, or merely document, permit applicants.
3. Routine use disclosures may also be made (1) to the U.S. Department of Justice when related to litigation or anticipated litigation; (2) of information indicating a violation or potential violation of a statute, regulation, rule, order or license, to appropriate Federal, State, local or foreign agencies responsible for investigating or prosecuting the violation or for enforcing or implementing the statute, rule, regulation, order, or license; (3) from the record of the individual in response to an inquiry from a Congressional office made at the request of that individual; (4) to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal Claim against the debtor, or to consumer reporting agencies to prepare a commercial credit report for use by the Department (48FR 54716; December 6, 1983).
4. Any information requested is required to receive this permit. Failure to answer questions may jeopardize the eligibility of individuals to receive permits.



Special Conditions (continued) - Permit # 51540-5-0001

1. Permittee shall notify at least one of the following staff (noted in priority order) a minimum of twenty-four hours in advance of any intended visit. The office phone number is (410)-639-7056 or (410)-228-2692, and the respective extensions are noted by the staff's name and position. Preferably notification should be made by e-mail copying all listed staff.

- a. Tom Eagle, Deputy Project Leader; email Tom\_Eagle@fws.gov
- b. Marty Kaehny, Project Leader, email, marty\_kaehny@fws.gov
- c. Beth Folsom, LE Officer (x119); email Beth\_folsom@fws.gov

2. Permittee shall provide the issuing officer with a list of all persons (with phone numbers) who will be representing or accompanying the permittee prior to exercising any conditions of this permit.

3. In addition to complying with the Operating Rules and Laws referenced in the General Conditions, the permittee should familiarize themselves with Refuge Specific Regulations found in Title 50, Code of Federal Regulations governing National Wildlife Refuges and the area described in this permit.

4. Permittee shall remove all materials, equipment, supplies, etc. from the refuge immediately upon completion of the use.

5. Keys for access to refuge areas will be issued upon request. Permittees supplied with keys are required to return keys within 10 days after conclusion of the authorized use. Permittee may not duplicate or loan keys. Permittee is responsible for closing and locking refuge gates upon entering and exiting refuge, and will be held liable for replacement of keys or lock cores if keys are lost.

6. Parking areas and access routes will be designated by the refuge manager, and areas and periods of access may be restricted depending upon other ongoing management activities and/or wildlife disturbance criteria.

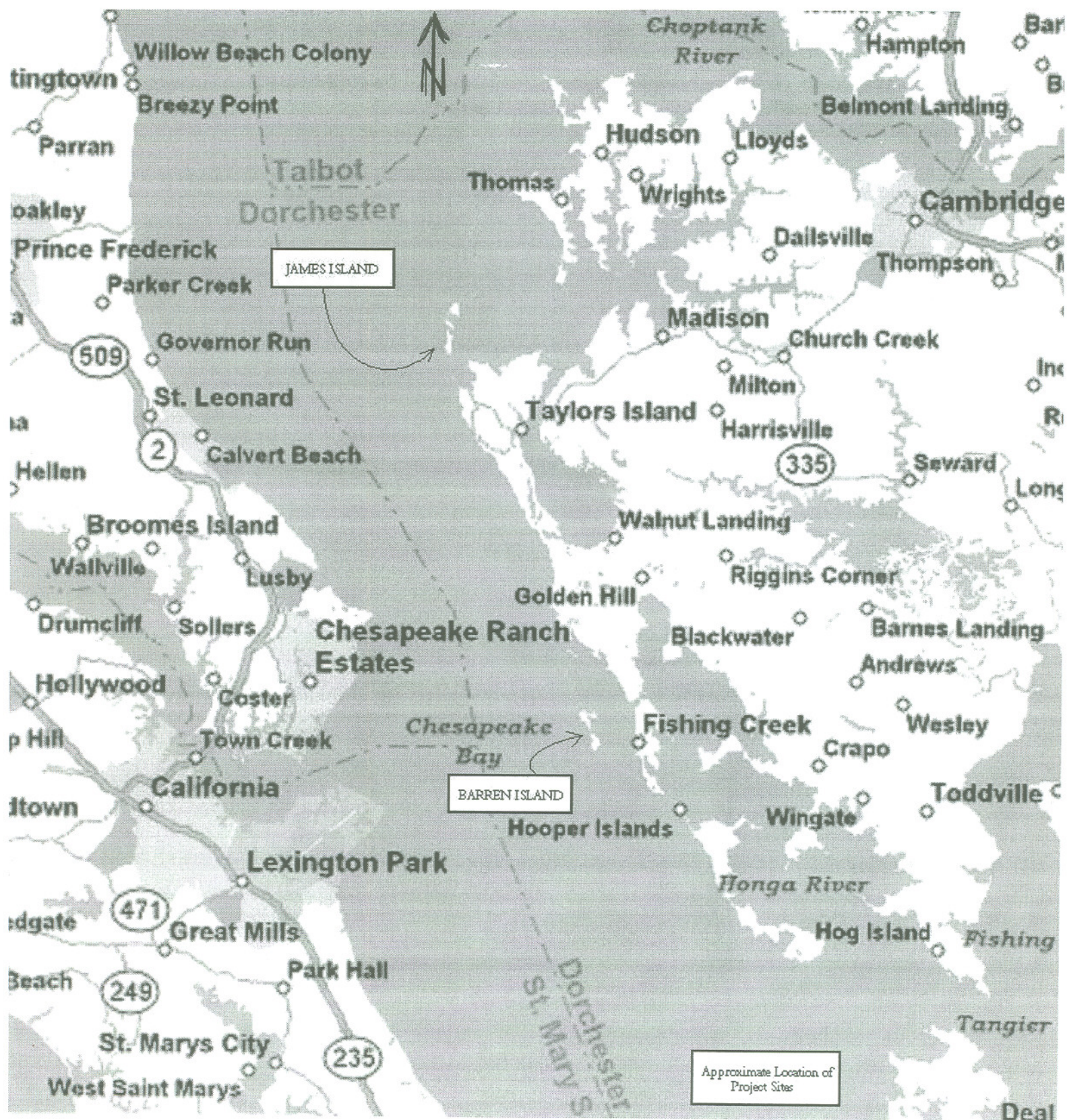
7. This permit is not transferable, and no privilege hereunder may be sublet or made available to any person or interest, not a party hereto, without the approval of the Refuge Manager.

8. Failure by the Permittee or authorized assistant(s) to comply with any of the provisions or violation of any refuge regulation or any State law or regulation applicable to the described use, not only shall render Permittee subject to prosecution under said laws and regulations, but shall constitute cause for revocation of this permit. This permit may be terminated at any time by the issuing officer.

9. The Refuge Manager reserves the right to restrict traffic on any refuge access road due to weather, wet conditions, wildlife activity, etc. Permittee is responsible for repairing any damage caused to refuge roads during bad weather, wet conditions, etc.

10. Permittee agrees and acknowledges that if the permit is issued to collect or obtain scientific research information that any information generated will be made available to the Service in a completion report, data summary, and/or published materials when project is completed.





**EXHIBIT B**



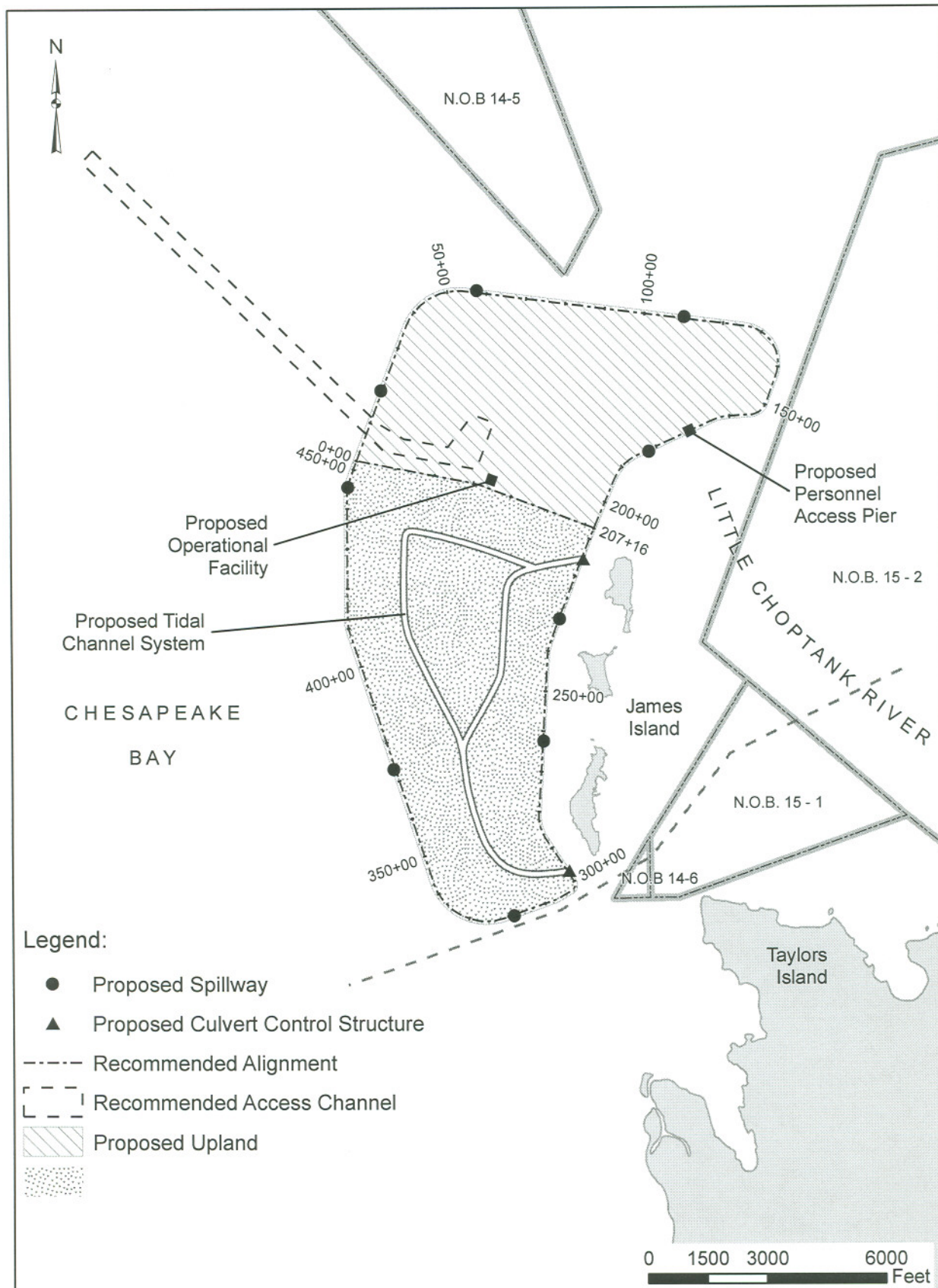


Figure 10. James Island Recommended Plan.

**EXHIBIT C**

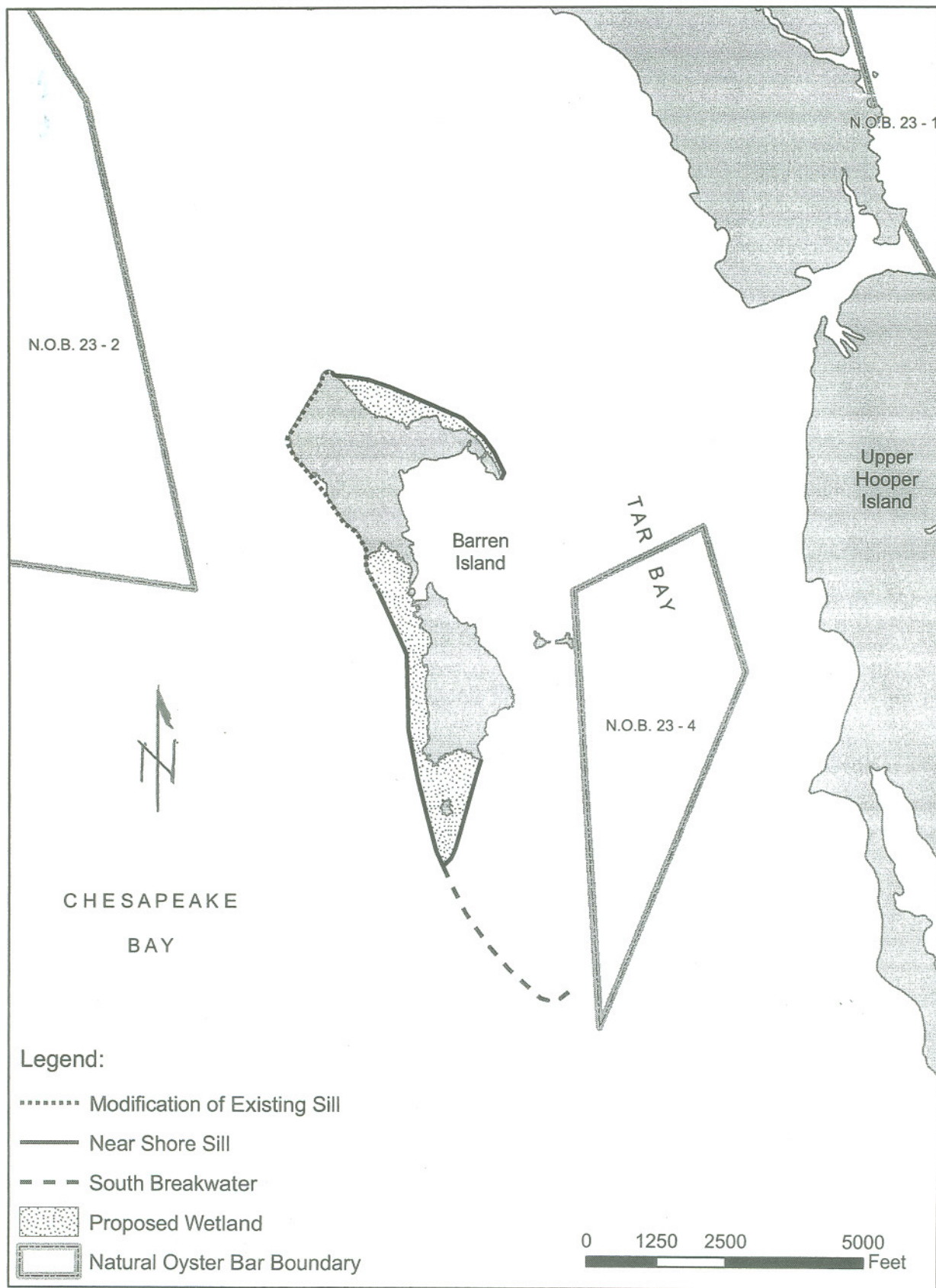


Figure 19. Barren Island Recommended Plan.

**EXHIBIT D**

Feasibility Study Cost Estimate-MCACES Format  
Real Estate Acquisition Requirements  
Mid Chesapeake Bay Island Ecosystem Restoration Project  
Dorchester County, Maryland

	Private			Commercial			Public			Requirement		
	#	\$ each	req	#	\$ each	req	#	\$ each	req	Base	Contingency	Total
0102----- ACQUISITIONS												
010201--- By Government												
010202--- By Non-Federal Sponsor (NFS)												
01020201 Survey and Legal Descriptions	0	0	0	0		0	0		0	0		0
01020102 Title Evidence	0	0	0	0		0	0		0	0		0
01020203 Negotiations	0	0	0	1	2,000	2,000	0		0	2,000	300	2,300
010203--- By Government on Behalf of NFS												
010204--- Review of NFS												
01020401 Survey and Legal Descriptions	0	0	0	0		0	0		0	0		0
01020402 Title Evidence	0	0	0	0		0	0		0	0		0
01020403 Negotiations	0	0	0	1	150	150	0		0	150	23	173
SUBTOTAL										2,150	323	2,473
0103----- CONDEMNATIONS												
010301--- By Government												
010302--- By Non-Federal Sponsor (NFS)	0	0	0	0		0	0		0	0		0
010303--- By Government on Behalf of NFS												
010304--- Review of NFS	0	0	0	0		0	0		0	0		0
SUBTOTAL										0	0	0
0105----- APPRAISALS												
010501--- By Government												
010502--- By Non-Federal Sponsor (NFS)	0	0	0	1	500	500	0		0	500	75	575
010503--- By Government on Behalf of NFS												
010504--- Review of NFS	0	0	0	1	400	400	0		0	400	60	460
SUBTOTAL										900	135	1,035
0106----- PL 91-646 ASSISTANCE												
010601--- By Government												
010602--- By Non-Federal Sponsor (NFS)			0			0			0	0		0
010603--- By Government on Behalf of NFS												
010604--- Review of NFS	0		0	0		0	0		0	0		0
SUBTOTAL										0	0	0
0107----- TEMPORARY PERMITS/LICENSES/RIGHTS-OF-WAY												
010701--- By Government			0			0			0	0		0
010702--- By Non-Federal Sponsor (NFS)			0			0			0	0		0
010703--- By Government on Behalf of NFS			0			0	1	500	500	500	75	575
010704--- Review of NFS	0		0	0		0	0		0	0		0
010705--- Other			0			0			0	0		0
010706--- Damage Claims			0			0			0	0		0
SUBTOTAL										500	75	575
0115----- REAL ESTATE PAYMENTS												
011501--- Land Payments												
01150101 By Government										0	0	0
01150102 By Non-Federal Sponsor (NFS)				1	54,000	54,000				54,000	8,100	62,100
01150103 By Government on Behalf of NFS										0	0	0
01150104 Review of NFS				1	300	300				300	45	345
011502--- PL 91-646 Assistance Payments										0	0	0
01150201 By Government										0	0	0
01150202 By Non-Federal Sponsor (NFS)										0	0	0
01150203 By Government on Behalf of NFS										0	0	0
01150204 Review of NFS										0	0	0
011503--- Damage Payments										0	0	0
01150301 By Government										0	0	0
01150302 By Non-Federal Sponsor (NFS)										0	0	0
01150303 By Government on Behalf of NFS										0	0	0
01150304 Review of NFS										0	0	0
SUBTOTAL										54,300	8,145	62,445

Account 02 Facility/Utility Relocations (Construction cost only)

0 0

**REAL ESTATE ACQUISITION TOTAL**

**\$57,850 \$8,678 \$66,528**



ASSESSMENT OF NON-FEDERAL SPONSOR'S  
REAL ESTATE ACQUISITION CAPABILITY

Project: Poplar Island Expansion Project, Maryland

Non-Federal Sponsor: Maryland Department of Transportation under the administration of the Maryland Port Administration

I. Legal Authority:

- a. Does the sponsor have legal authority to acquire and hold title to real property for project purposes? Yes
- b. Does the sponsor have the power of eminent domain for this project? Yes
- c. Does the sponsor have "quick-take" authority for this project? No
- d. Are any of the lands/interests in land required for the project located outside the sponsor's political boundary? No
- e. Are any of the lands/interests in land required for the project owned by an entity whose property the sponsor cannot condemn? Yes The State of Maryland cannot condemn any lands on Barren Island, since it is owned by the United States and managed by the U.S. Fish and Wildlife Service.

II. Human Resource Requirements:

- a. Will the sponsor's in-house staff require training to become familiar with the real estate requirements of Federal projects including P.L. 91-646, as amended? No
- b. If the answer to II.a. is "yes", has a reasonable plan been developed to provide such training?
- c. Does the sponsor's in-house staff have sufficient real estate acquisition experience to meet its responsibilities for the project? Yes
- d. Is the sponsor's projected in-house staffing level sufficient considering its other work load, if any, and the project schedule? Yes
- e. Can the sponsor obtain contractor support, if required, in a timely fashion? Yes
- f. Will the sponsor likely request USACE assistance in acquiring real estate? Yes USACE shall assist in obtaining a Special Use Permit from the U.S. Fish and Wildlife Service for construction on the shoreline of Barren Island.



III. Other Project Variables:

- a. Will the sponsor's staff be located within reasonable proximity to the project site? Yes
- b. Has the sponsor approved the project/real estate schedule/milestones? Yes

IV. Overall Assessment:

- a. Has the sponsor performed satisfactorily on other USACE projects? Yes
- b. With regard to this project, the sponsor is anticipated to be fully capable.

V. Coordination:

- a. Has this assessment been coordinated with the sponsor? Yes
- b. Does the sponsor concur with this assessment? Yes

Prepared by:

  
CRAIG R. HOMESLEY  
Realty Specialist

Reviewed and approved by:

  
NINA P. KELLEY  
Chief, Civil Projects Support Branch  
Real Estate Division

EXHIBIT F

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